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2. Criminal Law—Trial—Reception of Evidence—Election between Acts Proved.—In a prosecution for the unlawful sale of intoxicating liquor, where several distinct acts were proved, the state should be required to elect on which act it would rely for conviction before the defense is required to introduce its evidence.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 14, Criminal Law, §§ 1580-1583.]

HARRISONBURG HARNESS CO. *v.* NATIONAL FURNITURE CO. et al.

Dec. 6, 1906.

[55 S. E. 679.]

Fraudulent Conveyances—Actions—Evidence—Sufficiency—General Rules.—Fraud as against creditors in the sale of property must be clearly and distinctly proved, and cannot be assumed on doubtful evidence or circumstances of suspicion, or from the fact that the dealing was not perfectly clear.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 24, Fraudulent Conveyances, § 867.]

WILLIAMS *v.* VIRGINIA STATE INS. CO.

Dec. 6, 1906.

[55 S. E. 680.]

Insurance—Fire Insurance—Policies—Construction.—An insurer issued two fire policies at different times, one insuring a building and one insuring chattels' therein. Each policy provided that it should be void in case of any false swearing by the insured "relating to this insurance, or the subject thereof." Held, that false swearing as to one policy did not vitiate the other.

SEWARD & CO. *v.* MILLER & HIGDON.

Dec. 6, 1906.

[55 S. E. 681.]

1. Carriers—Bill of Lading—Transfer—Effect—Attachment.—The consignee of fruit, who was the shipper's agent, sold the same while in transit and drew a draft for the price, which he attached to an order on the carrier for delivery as authorized by the bill of lading. The draft was discounted by a bank, and after the fruit was rejected by the purchaser, the consignee's agent resold it to another, who agreed to pay the draft; but, before he did so, the fruit was attached as the property of the consignee. Held, that the bank, on discounting the draft, became the owner of the fruit until payment,